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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

_____)	
In the Matter of)	Docket No. CAA-5-99-046
)	
Banta Direct Marketing, Inc.)	
Elk Grove Village, Illinois)	Proceeding to Assess
)	Administrative Penalty
)	Under Section 113(d) of the
Respondent.)	Clean Air Act
_____)	42 U.S.C. § 7413(d)

CONSENT AGREEMENT AND FINAL ORDER

1. Complainant, the Acting Director of the Air and Radiation Division, United States Environmental Protection Agency, Region 5 (EPA), brought this administrative action seeking a civil penalty under Section 113(d) of the Clean Air Act (the Act), 42 U.S.C. § 7413(d).

2. Concurrently with the filing of this Consent Agreement and Final Order, EPA filed the complaint in this action against Respondent Banta Direct Marketing, Inc. The complaint alleges that Respondent violated Section 110 of the Act, 42 U.S.C. § 7410, and 40 C.F.R. § 52.741 and 35 I.A.C. Part 218 at its facility in Elk Grove, Illinois.

Stipulations

3. Respondent admits the jurisdictional allegations in the complaint and neither admits nor denies the factual allegations in the complaint.

4. Respondent waives its right to a hearing pursuant to 40 C.F.R. § 22.15(c), and waives its right to appeal pursuant to Section 113(d) of the Act, 42 U.S.C. § 7413(d).

5. Respondent certifies that it is complying fully with 35 I.A.C. Part 218.

6. The parties consent to the terms of this Consent Agreement and Final Order (CAFO).

7. The parties agree that settling this action without further litigation, upon the terms in this CAFO, is in the public interest.

Civil Penalty

8. In consideration of the nature of the violations, Respondent's agreement to perform a SEP, and other relevant factors, EPA has determined that an appropriate civil penalty to settle this action is in the amount of \$17,000. Respondent consents to the issuance of the Consent Agreement hereinafter recited and consents for the purposes of settlement to the payment of the civil penalty cited in the foregoing paragraph and to the performance of the Supplemental Environmental Project.

9. Within thirty (30) days of receiving a copy of this Consent Agreement and Order signed by the EPA Regional Administrator, Region 5, Respondent shall submit a cashier's or certified check, to the order of the "Treasurer, United States of America," in the amount of \$17,000, to:

U.S. Environmental Protection Agency
Region 5
P.O. Lock Box 70753
Chicago, Illinois 60673

10. A transmittal letter, stating Respondent's name, complete address, the case docket number and the billing document number must accompany the payment. Respondent shall write the case docket number and the billing document number on the face of the check. Respondent shall send copies of the check and transmittal letter to:

Regional Hearing Clerk (R-19J)
U.S. Environmental Protection Agency
77 West Jackson Blvd.
Chicago, Illinois 60604

Compliance Tracker (AE-17J)
U.S. Environmental Protection Agency
77 West Jackson Blvd.
Chicago, Illinois 60604

Mary McAuliffe (C-14J)
Office of Regional Counsel
U.S. Environmental Protection Agency
77 West Jackson Blvd.
Chicago, Illinois 60604

11. This civil penalty is not deductible for federal tax purposes.

12. If Respondent violates this CAFO, EPA may bring an action to collect any unpaid portion of the penalty with interest, handling charges, nonpayment penalties and the United States' enforcement expenses for the collection action under Section 113(d)(5) of the Act 42 U.S.C. § 7413(d)(5). The validity, amount and appropriateness of the civil penalty are not reviewable in a collection action.

13. Interest shall accrue on any amount overdue from the date the payment was due at a rate established pursuant to 26 U.S.C. § 6621(a)(2). Respondent shall pay a \$15 handling charge each month that any portion of the penalty is more than 30 days past due. Respondent shall pay a quarterly nonpayment penalty each quarter during which the assessed penalty is overdue according to Section 113(d)(5) of the Act, 42 U.S.C. § 7413(d)(5). This nonpayment penalty shall be ten percent of the aggregate amount of the outstanding penalties and nonpayment penalties accrued from the beginning of the quarter.

Supplemental Environmental Project

14. Respondent shall complete the following supplemental environmental project ("SEP"), which the parties agree is intended to secure significant environmental or public health protection and improvements. Respondent has installed a pattern gluer enclosure on Press 7. Respondent shall install three additional pattern gluer enclosures on Presses 6, 8, and 9 no later than January 1, 2000.

15. The total expenditure for the SEP shall be not less than \$68,720 for the installation of four pattern gluer enclosures. Respondent estimates that it will lose approximately \$50,000 as a result of not operating the presses during the period of installation of the pattern gluer enclosures. Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report. Respondent shall continuously use or operate the systems

installed as the SEP for not less than three year(s) following its installation.

16. Respondent certifies that, as of the date of this Consent Agreement, Respondent is not required to perform or develop the SEP by any federal, state or local law or regulation; nor is Respondent required to perform or develop the SEP by agreement, grant or as injunctive relief in this or any other case. Respondent further certifies that it has not received, and will not in the future receive (1) credit in any other enforcement action for the SEP, or (2) credit for any emissions reductions resulting from such project in any federal, state or local emissions trading or early reduction program.

17. Respondent agrees that EPA may inspect the facility at any time in order to confirm that the SEP is being undertaken in conformity with the representations made herein.

18. Respondent shall maintain legible copies of documentation of the underlying research and data for any and all documents or reports submitted to EPA pursuant to this Consent Agreement, and Respondent shall provide the documentation of any such underlying research and data to EPA within seven days of a request for such information.

19. Respondent shall submit a SEP Completion Report to EPA by February 15, 2000. The SEP Report shall contain the following information:

- a. A detailed description of the SEP as implemented;
- b. A description of any operating problems encountered and the solutions thereto;

- c. Itemized costs, documented by copies of purchase orders and receipts or canceled checks;
- d. Certification that the SEP has been fully implemented pursuant to the provisions of this CAFO; and
- e. A description of the environmental and public health benefits resulting from implementation of the SEP (with a quantification of the benefits and pollutant reductions, if feasible).

- c. Respondent agrees that failure to submit the SEP

Completion Report shall be deemed a violation of this Consent Agreement and Order and Respondent shall become liable for stipulated penalties pursuant to paragraph 24 below.

20. Respondent shall submit all notices and reports required by this CAFO to:

Compliance Tracker (AE-17J)
Air Enforcement and Compliance Assurance Branch
Air and Radiation Division
77 West Jackson Blvd.
Chicago, Illinois 60604-3590

21. In each report that Respondent submits pursuant to this CAFO, it shall certify that the report is true and complete by including the following statement signed by one of its officers:

I certify that I am familiar with the information in this document and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true and complete to the best of my knowledge. I know that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

22. Following receipt of the SEP Completion Report described in paragraph 19 above, EPA shall notify Respondent in writing that:

- a. It has satisfactorily completed the SEP and the SEP report;
- b. There are deficiencies in the SEP as completed or in the SEP report, and EPA will give Respondent thirty days to correct the deficiencies; or
- c. It has not satisfactorily completed the SEP or the SEP report and EPA will seek stipulated penalties under paragraph 24.

23. If EPA exercises option b. above, Respondent may object in writing to the deficiency notice within ten (10) days of receiving the notice. The parties shall have thirty (30) days from EPA's receipt Respondent's objection to reach an agreement. If the parties cannot reach an agreement, EPA shall give Respondent a written statement of its decision. Respondent shall comply with any requirements that EPA imposes in its decision. If Respondent does not complete the SEP as required by EPA's decision, Respondent shall pay stipulated penalties to the United States under paragraph 24, below.

24. If Respondent violates any requirement of this CAFO relating to the SEP, it shall pay stipulated penalties to the United States as follows:

- a. Except as provided in subparagraph b., below, if Respondent did not complete the SEP satisfactorily pursuant to this CAFO, it shall pay a stipulated penalty of \$65,000.

- b. If Respondent did not complete the SEP satisfactorily, but EPA determines that Respondent: (i) made good faith and timely efforts to complete the SEP; and (ii) certifies, with supporting documentation, that it spent at least 90 percent of the required amount on the SEP, it shall not be liable for any stipulated penalty.
- c. If Respondent satisfactorily completed the SEP, but spent less than 90 percent of the required amount on the SEP, it shall pay \$10,000.
- d. If Respondent failed to submit timely the SEP Completion Report required by paragraph 19, above, it shall pay a stipulated penalty of \$200 for each day after February 15, 2000 until it submits the report.

25. EPA's determinations of whether Respondent satisfactorily completed the SEP and whether it has made good faith, timely efforts to complete the SEP shall bind Respondent.

26. Respondent shall pay stipulated penalties within fifteen (15) days of receiving EPA's written demand for the penalties. Respondent shall use the method of payment specified in paragraph 9-10, above, and it shall pay interest, handling charges, and nonpayment penalties on any overdue amount.

27. Any public statement that Respondent makes referring to the SEP shall include the following language, "Banta Direct Marketing, Inc., undertook this project under the settlement of the U.S. Environmental Protection Agency's enforcement action for violations of the Clean Air Act."

28. This CAFO shall not relieve Respondent of its obligation to comply with all applicable provisions of federal, state or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state or local permit, nor shall it be construed to constitute EPA approval of the equipment or technology installed by Respondent in connection with the SEP under the terms of this Agreement.

General Provisions

29. This CAFO settles EPA's claims for civil penalties for the violations alleged in the complaint.

30. Nothing in this CAFO shall restrict EPA's authority to seek Respondent's compliance with the Act and other applicable laws and regulations.

31. This CAFO does not affect Respondent's responsibility to comply with the Act and other applicable federal, state and local laws and regulations.

32. This CAFO constitutes an "enforcement response" as that term is used in "U.S. EPA's Clean Air Act Stationary Source Civil Penalty Policy" to determine Respondent's "full compliance history" pursuant to Section 113(e) of the Act, 42 U.S.C. § 7413(e).

33. The terms of this CAFO bind Respondent, its officers, directors, agents, successors, authorized representatives, and assigns.

34. Each person signing this Consent Agreement certifies that he or she has the authority to sign this Consent Agreement

for the party whom he or she represents and to bind that party to its terms.

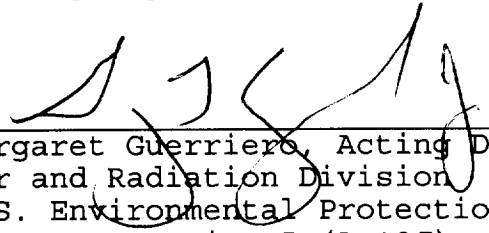
35. Each party shall bear its own costs and fees in this action.

36. This CAFO constitutes the entire agreement between the parties with respect to civil penalties.

U.S. Environmental Protection
Agency, Complainant

Date: 9/24/99

By:


 For
Margaret Guerriero, Acting Director
Air and Radiation Division
U.S. Environmental Protection
Agency, Region 5 (A-18J)

Banta Direct Marketing, Inc.,
Respondent

Date:

9/21/99

By:


Stephen A. Burak
Vice President and General Manager
Banta Direct Marketing Group

CONSENT AGREEMENT AND FINAL ORDER
Banta Direct Marketing, Inc.
Docket No.

Final Order

It is ordered as agreed to by the parties and as stated in the Consent Agreement, effective immediately upon filing of this CAFO with the Regional Hearing Clerk. This Order disposes of the matter pursuant to 40 C.F.R. § 22.18(c).

Date: 9/28/99



Francis X. Lyons
Regional Administrator
U.S. Environmental Protection
Agency, Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604-3590

CAA-5-99-046